

RECORDATION NO. 9184-C

LAW OFFICES

RECORDATION NO. 9184-A

FILED 1423

JAN 19 1984 12 15 PM

ROSS & HARDIES

JAN 19 1984 12 15 PM

INTERSTATE COMMERCE COMMISSION

PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE IBM PLAZA

INTERSTATE COMMERCE COMMISSION

SUITE 3100

CHICAGO, ILLINOIS 60611

TELEPHONE 312-467-9300

No. 4-019A033

Date JAN 19 1984

Fee \$ 60.00

TWX NUMBER

910-221-1154

TELECOPIER

312-321-8270

January 18, 1984

ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

Secretary, Interstate Commerce Commission
12th and Constitution Avenue, NW
Washington D.C. 20423
Attention: Room 2303

RECORDATION NO. 9184-B

FILED 1423

JAN 19 1984 12 15 PM

Dear Mr. Secretary:

We have enclosed an original and one copy/counterpart of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

Document No. 1

The first document is an Amendment, a secondary document, dated December 31, 1983.

The primary document to which this is connected is a lease agreement (the "Lease"), recorded under Recordation No. 9184.

The names and addresses of the parties to the document are as follows:

LESSOR: ALCO SPRING INDUSTRIES, INC.
23rd Street & Euclid
Chicago Heights, Illinois 60411

LESSEE: CHICAGO WEST PULLMAN
AND SOUTHERN RAILROAD CO.
2728 East 104th Street
Chicago, Illinois

A description of the equipment covered by the document is as follows: 20 70 Ton Box Cars, XF Class, Identification Numbers CWP 9000 through CWP 9019, inclusive. (As amended by this document, the Lease covers all of the equipment described in Schedule A hereto.)

A short summary of the document to appear in the index follows:

JAN 19 1984 12 30 PM
FEE OPERATION BR
L.C.C.
RECEIVED

Handwritten signature: Cheryl [unclear]

Secretary, Interstate Commerce Commission
January 18, 1984
Page Two

Amendment to Agreement with Recordation
No. 9184, dated December 31, 1983 and covering
20 70 Ton Box Cars, XF Class, Identification
Numbers CWP 9000 through CWP 9019, inclusive.

*this is
9184-B*
Document No. 2

The second document is ~~an~~ Amendment^{#2}, a secondary document,
dated December 31, 1983.

The primary document to which this is connected is a lease
agreement, recorded under Recordation No. 9184.

The names and addresses of the parties to the document are
as follows:

LESSOR: ALCO SPRING INDUSTRIES, INC.
23rd Street & Euclid
Chicago Heights, Illinois 60411

LESSEE: CHICAGO WEST PULLMAN
AND SOUTHERN RAILROAD CO.
2728 East 104th Street
Chicago, Illinois

A description of the equipment covered by the document is
contained in Schedule A attached hereto.

A short summary of the document to appear in the index
follows:

Amendment to Agreement with Recordation
Number 9184, dated December 31, 1983 and
covering 50 100 Ton Gondolas, GB Class,
Identification Numbers CWP 101 through
CWP 150, inclusive; and 20 70 Ton Box
Cars, XF Class, Identification Numbers
CWP 9000 through 9019, inclusive.

*this is
9184-C*
Document No. 3

The third document is an Assignment of Rights and Obligations under Agreement, a secondary document, dated January 1, 1984.

The primary document to which this is connected is
recorded under Recordation No. 9184.

→ We request that this assignment be cross-indexed under *ALSI, INC.*

Secretary, Interstate Commerce Commission
January 18, 1984
Page Three

The names and addresses of the parties to the document are as follows:

ASSIGNOR:

ALCO SPRING INDUSTRIES, INC.
23rd & Euclid
Chicago Heights, Illinois 60411

ASSIGNEE:

ALSI, INC.
23rd & Euclid
Chicago Heights, Illinois 60411

A description of the equipment covered by the document is contained in Schedule A attached hereto.

A short summary of the document to appear in the index follows:

Assignment of Rights and Obligations under Agreement between ALCO SPRING INDUSTRIES, INC. and ALSI, INC. dated January 1, 1984 and covering 50 100 Ton Gondolas, GB Class, Identification Numbers CWP 101 through CWP 150, inclusive; and 20 70 Ton Box Cars, XF Class, Identification Numbers CWP 9000 through CWP 9019, inclusive.

this is 9184-D
Document No. 4

The fourth document is an Assignment of Lease and Security Agreement, a secondary document, dated January 16, 1984.

The primary document to which this is connected is recorded under Recordation No. 9184.

→ We request that this assignment be cross-indexed *under First National Bank in Chicago Heights.*

The names and addresses of the parties to the document are as follows:

ASSIGNOR (Referred to in document as "Mortgagor"):

ALSI, INC.
23rd & Euclid
Chicago Heights, Illinois 60411

Secretary, Interstate Commerce Commission
January 18, 1984
Page Four

ASSIGNEE (Referred to in document as "Mortgagee"):

FIRST NATIONAL BANK IN CHICAGO HEIGHTS
P.O. Box 550
100 First National Plaza
Chicago Heights, Illinois 60411

A description of the equipment covered by the document is contained in Schedule A attached hereto.

A short summary of the document to appear in the index follows:

Assignment of Lease and Security Interest between
ALSI, INC. and FIRST NATIONAL BANK IN CHICAGO
HEIGHTS dated January 16, 1984 and covering 50
100 Ton Gondolas, GB Class, Identification
Numbers CWP 101 through CWP 150, inclusive; and
20 70 Ton Box Cars, XF Class, Identification
Numbers CWP 9000 through 9019, inclusive.

A fee of \$60.00 is enclosed (\$10.00 each for recording 4 secondary documents and \$10.00 each for 2 documents to be cross-indexed). Please return the original and any extra copies not needed by the Commission for recordation to:

Schwartz & Freeman
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611
Attention: Jeffery S. Geen

Very truly yours,

ROSS & HARDIES

By Larry R. Goldstein
Larry R. Goldstein *eng*

Attorneys for ALCO SPRING
INDUSTRIES, INC. and ALSI,
Inc.

LRG:nf
Enclosure

JAN 19 1984 12 15 PM

This Amendment shall be a part of Agreement dated December 31, 1977 between Alco Spring Industries, Inc. and Chicago, West Pullman and Southern Railroad Co.

The parties agree to the following changes to Paragraph 2(a) effective January 1, 1979.

Present paragraph in effect till December 31, 1978 -

2(a) Payment of \$0.75 per car per calendar day per month shall be made by owner to Lessee and shall not be deducted from the car earnings collected by Lessee. In the event incentive per diem rate is applicable to subject cars, additional payment of \$0.75 per car per day per month shall be made.

New Paragraph 2(a) effective January 1, 1979 -

2(a) Payment of \$1.00 per car per calendar day per month shall be made by owner to Lessee and shall not be deducted from the car earnings collected by Lessee. In the event incentive per diem rate is applicable to subject cars, additional payment of \$0.50 per car per day per month shall be made.

All other agreements, responsibilities and duties shall apply per Agreement.

IN WITNESS WHEREOF, the parties hereby affix their signatures and seals as follows:

ALCO SPRING INDUSTRIES, INC.

BY W. C. Cunningham
President

ATTEST: Robert P. Keenan
Secretary

CHICAGO, WEST PULLMAN & SOUTHERN R.R. CO.

BY R. E. Smith
Vice President & General Manager

ATTEST: Dorothy A. Barnett
Secretary

State of Illinois, County of Cook - SS:

On this 31st day of December 1983 before me personally appeared W. C. Cunningham, to me personally known, who being by me duly sworn, says that he is the President of Alco Spring Industries, Inc. that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and that he acknowledged that the execution of the foregoing instruments was the free act and deed of said Corporation.

Ann M. Chiriac
Notary Public
My Commission Expires 10/21/86

State of Illinois, County of Cook - SS:

On this 31st day of December 1983 before me personally appeared R. E. Smith, to me personally known, who being by me duly sworn, says that he is the President of Chicago, West Pullman & Southern Railroad Co. that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and that he acknowledged that the execution of the foregoing instruments was the free act and deed of said Corporation.

B. J. Slowinski
Notary Public
My Commission Expires 10/24/84